

**MEMORANDUM OF AGREEMENT FOR THE EXTENSION OF THE
PARTIAL USE AND OCCUPANCY AGREEMENT FOR QUALCOMM STADIUM**

January ____, 2000

1. Term
 - a. April 1, 2000 through March 31, 2002.
 - b. Padres have right to extend term on a year to year basis upon 180 days notice to City.
 - c. Upon 90 days notice to City, Padres may terminate, effective at the end of the Major League Baseball Season then under way, if the MOU terminates.
2. Continuation of Terms and Conditions

As provided in the MOU, the previously existing terms and conditions of the Padres use and occupancy of Qualcomm Stadium, as modified pursuant to the effect of the 1995 Charger Agreement (as supplemented or amended) shall continue in force and effect, as further modified by these mutually agreeable economic terms and conditions.
3. Skybox Suite Use and Revenue
 - a. City shall pay to Padres annually the 10% of gross skybox suite licensing revenue (exclusive of ticket revenue) received by the City from the Chargers.
 - B. Padres shall have use of the "City Box" for up to 40 Padres games each season, and the City shall receive 22 Plaza Level tickets between the 1st and 3rd bases for each such game.
4. Stadium Operations

Padres have improved the Plaza Level (behind the Sports Club) to include a food-court, with the Padres, City and Volume Services America each agreeing to pay 1/3 of the improvement costs (\$360,000 total). The City shall grant to the Padres a rent credit in the amount of the City's share of such improvements (\$120,000) in the 2000 season.
5. Parking
 - a. Padres shall receive as a rent credit for the 2000

season the up-front consideration paid by the parking contractor in 1999 for the extension of the parking contract (\$50,000).

- b. Padres shall retain 100% of the revenue for any increase in the parking charge for Padres' games above \$6.

- 6. Chargers Related Matters Matters relating to advertising rights, purchase of certain Padres' tickets, use of certain suites, and other matters affecting the Chargers, Padres and City shall be set forth in a separate agreement between those parties.
- 7. Rio Vista Space City shall continue to pay for the Padres' Rio Vista Space (not exceeding 17,654 sq. ft.) until the new Ballpark is open, on the same basis it has paid for such space pursuant to the September 25, 1996 agreement, but not including any additional space the Padres may have leased.. The City shall exercise such options in the Rio Vista lease as may be necessary to comply with this obligation.
- 8. Parking Lot Pursuant to the MOU, upon the opening of the new Ballpark the City will make available at no charge to the Padres or patrons 2,500 parking spaces at Qualcomm Stadium for fans wishing to attend events at the new Ballpark but desiring to park at Qualcomm Stadium in order to take the trolley downtown, subject to high attendance events at Qualcomm Stadium such as Chargers' games. After three (3) years, the program will be evaluated by the parties and adjustments to the program may be made as mutually agreeable.
- 9. Additional Signage Subject to compliance with City laws, for so long as the Padres use and occupy Qualcomm Stadium pursuant to this extension advertising will be permitted on the back of the Tri-visions at Qualcomm Stadium. In addition, temporary advertising such as banners and signs facing in towards the parking lot will also be permitted. These advertising opportunities are permitted on the condition that any such advertising shall not include alcohol or tobacco advertising. The revenue for such advertising will be allocated as set forth in the 1995 Charger Agreement, as supplemented, or as otherwise agreed to by the City, Padres

and Chargers, however, the City shall pay to the Padres the City's share of the revenue derived from this advertising only. If such additional signage opportunities are not available pursuant to applicable City laws, the Parties shall reopen negotiations regarding this extension solely to consider the impact of the unavailability of the additional signage opportunities.

CITY OF SAN DIEGO

PADRES L.P.

by _____
Michael T. Uberuaga
City Manager

by _____
Jack McGrory
Chief Operating Officer

Approved as to form and legality this ____ day of _____, 2000:

CASEY GWINN, City Attorney

by _____
Leslie J. Girard
Assistant City Attorney